

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Barry L. Reed et al.  
Title: DERMAL PENETRATION  
ENHANCERS AND DRUG  
DELIVERY SYSTEMS INVOLVING  
SAME  
Appl. No.: 09/910,780  
Filing Date: 7/24/2001

Examiner: K. M. George  
Art Unit: 1616

RECEIVED  
DEC 16 2003  
TECH CENTER 1616

**TERMINAL DISCLAIMER**

Commissioner for Patents  
PO Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Your Petitioner, Monash University, having its principal place of business at Wellington Road, Clayton, Victoria 3168, hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/910,780, filed 7/24/2001, which is a divisional of U.S. Patent Application No. 09/125,436, filed 12/18/1998, by virtue of an Assignment filed and recorded on 12/18/1998, on Reel/Frame 9750/0764, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,299,900, which issued from U.S. Patent Application No. 09/125,436, filed 12/18/1998, by virtue of the same Assignment.

12/12/2003 GWORDOF1 00000067 09910780

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~~Your Petitioner, Monash University, hereby disclaims the terminal part of the~~  
~~term of any patent granted on the above identified patent application which would extend~~  
~~beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent~~  
~~6,299,900, and hereby agrees that any patent so granted on the above identified patent~~  
~~application shall be enforceable only for and during such period that the legal title to U.S.~~  
~~Patent 6,299,900 shall be the same as the legal title to any patent granted on the above~~  
~~identified patent application, this agreement to run with any patent granted on the above~~  
~~identified patent application and to be binding upon the grantee, its successors or assigns.~~

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,299,900 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,299,900 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,299,900 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,299,900, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

~~The undersigned, being the Attorney of Record for the above identified patent~~  
~~application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed~~

the Assignment attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,299,900 rests with Petitioner, Monash University. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 11 December 2003

By S. A. Bent

FOLEY & LARDNER

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Stephen A. Bent  
Attorney for Applicant  
Registration No. 29,768



UNITED STATES DEPARTMENT OF COMMERCE  
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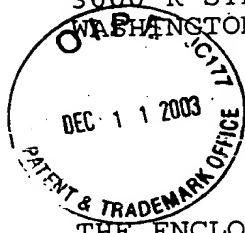
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FOLEY & LARDNER  
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3000 K STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20007-5109



UNITED STATES PATENT AND TRADEMARK OFFICE  
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/18/1998

REEL/FRAME: 9750/0764  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
REED, BARRY LEONARD

DOC DATE: 07/22/1998

ASSIGNOR:  
MORGAN, TIMOTHY MATTHIAS

DOC DATE: 07/22/1998

ASSIGNOR:  
FINNIN, BARRIE CHARLES

DOC DATE: 07/22/1998

ASSIGNEE:  
MONASH UNIVERSITY  
WELLINGTON ROAD, CLAYTON  
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SERIAL NUMBER: 09125436  
PATENT NUMBER:

FILING DATE: 12/18/1998  
ISSUE DATE:

*Returned to client 6/4/99*

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

PTO/PCT Rec'd 18 DEC 1998

FORM PTO-1595 (modified)  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09/125436



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Original document or copy thereof.

Transmittal of Patents and Trademarks

1. Name of conveying party(ies):

Barrie Leonard REED, Timothy Matthias MORGAN, and  
Barrie Charles FINNINAdditional name(s) of conveying party(ies) attached? No

Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ OtherExecution Date: July 22, 1998

2. Name and address of receiving party(ies):

Name: MONASH UNIVERSITY

Internal Address:

Street Address: Wellington Road, Clayton,City: Victoria, State: Australia ZIP: 3168Additional name(s) & address(es) attached? No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/125,436

B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen A. BentInternal Address: FOLEY & LARDNERStreet Address: 3000 K Street, N.W., Suite 500City: Washington, State: D.C. ZIP: 20007-51096. Total number of applications and patents involved: 17. Total fee (37 C.F.R. § 3.41). . . . . \$40.00☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

2/28/1998 PVOLPE 00000125 09125436

2 FOL:581

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Stephen A. Bent

Name of Person Signing

S. A. Bent  
SignatureDecember 18, 1998

Date

Total number of pages including cover sheet, attachments, and document: 2Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

# ASSIGNMENT

For good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and  
address of  
assignee

MONASH UNIVERSITY, of Wellington Road, Clayton, Victoria, 3168, Australia

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of  
invention

"Dermal penetration enhancers and drug delivery systems involving same"

as set forth in his United States Patent Application

check one

☒ executed concurrently herewith

☐ executed on \_\_\_\_\_

☒ Serial No. PCT/AU97/00091

Filed February 19, 1997

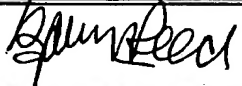
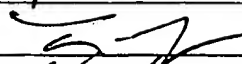
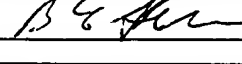

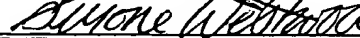
in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of **FOLEY & LARDNER** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAMES AND SIGNATURES OF INVENTORS		
Name: Barry Leonard REED	Signature: 	Date: 22/7/98
Name: Timothy Matthias MORGAN	Signature: 	Date: x 22/7/98
Name: Barrie Charles FINNIN	Signature: 	Date: x 22/7/98
Name: _____	Signature: _____	Date: _____
NAMES AND SIGNATURES OF WITNESSES		
Name: ELIZABETH WHITE	Signature: 	Date: 22/7/98
Name: Simone Westwood	Signature: 	Date: 22/7/98

Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.